

# UNITED STATES BANKRUPTCY COURT

Western District of Washington (Seattle)

In re Julian Flores  
Debtor

Case No. 11-20512  
Chapter 13

## Notice of Mortgage Payment Change

If you file a claim secured by a security interest in the debtor's principal residence provided for under the debtor's plan pursuant to § 1322(b)(5), you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: Wells Fargo Bank, N.A.

Court claim no. (if known): 3

Last four digits of any number you  
use to identify the debtor's account: 6863

Date of payment change:  
Must be at least 21 days after date of this notice 08/15/2014

Uniform Claim Identifier:

New total payment:  
Principal, Interest, and escrow, if any \$1,837.16

### Part 1: Escrow Account Payment Adjustment

Will there be a change in the debtor's escrow account payment?

No

Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law.

Describe the basis for the change. If a statement is not attached, explain why:

Current escrow payment: \_\_\_\_\_ New escrow payment: \_\_\_\_\_

### Part 2: Mortgage Payment Adjustment

Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note?

No

Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law.

If a notice is not attached, explain why:

Current interest rate: 4.09%

New interest rate: 4.09%

Current principal and interest payment: \$1,473.04

New principal and interest payment: \$1,465.48

### Part 3: Other Payment Change

Will there be a change in the debtor's mortgage payment for a reason not listed above?

No

Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

Current mortgage payment: \_\_\_\_\_

New mortgage payment: \_\_\_\_\_

The CM/ECF system imposes certain constraints, including limits on the number of characters that may be entered into certain fields, when filing a proof of claim. As a result of these constraints and limitations, the creditor name that appears on the bankruptcy court's claims register (and any supplemental proof of claim) may differ from the creditor name that appears on the actual proof of claim form.

#### Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number if different from the notice address listed on the proof of claim to which this Supplement applies.

Check the appropriate box:

- I am the creditor.       I am the creditor's authorized agent.  
(Attach a copy of power of attorney, if any.)

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

 /s/ Kelli Wygant

VP of Loan Documentation

Date 07/22/2014

Print: Kelli Wygant

Title VP of Loan Documentation

Company Wells Fargo Mortgage

Address A/K/A Wachovia Mortgage  
4101 Wiseman Blvd  
San Antonio, TX 78251

Specific Contact Information:

P: 210-624-5767

E: NoticeOfPaymentChangeInquiries@wellsfargo.com

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# UNITED STATES BANKRUPTCY COURT

Western District of Washington (Seattle)

Chapter 13 No. 11-20512

Judge: Timothy W Dore

In re:

Julian Flores

Debtor(s).

## CERTIFICATE OF SERVICE

I hereby certify that on July 22, 2014, I have served a copy of this Notice and all attachments to the following by U.S. Mail, postage pre paid, or via filing with the US Bankruptcy Court's CM ECF system.

Debtor: Julian Flores  
30845 10th Ave SW  
Federal Way, WA98023

Debtor's Attorney: Clayton W Cook-Mowery  
Advantage Legal Group  
12207 NE 8th St

Trustee: K Michael Fitzgerald  
600 University St ;2200  
Seattle, WA 98101

/s/ Bill Taylor

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Authorized Agent

WELLS FARGO HOME MORTGAGE  
RETURN MAIL OPERATIONS  
PO BOX 14472  
DES MOINES, IA 50306



JULIAN FLORES  
30845 10TH AVE SW  
FEDERAL WAY, WA 98023

Account Information	
Fax:	(855) 519-3481
Telephone:	(800) 642-0257
Correspondence:	PO Box 10335 Des Moines, IA 50306
Hours of Operation:	Mon - Fri, 8 a.m. - 8 p.m., Sat, 8 a.m. - 5 p.m., CT
Loan Number:	[REDACTED]
Property Address:	30845 10th Ave Sw Federal Way WA 98023

June 1, 2014

#### Changes to Your Mortgage Interest Rate and Payments on August 15, 2014.

Under the terms of your Adjustable-Rate Mortgage (ARM), you had a one month period during which your interest rate stayed the same. That period ends on July 15, 2014, so on that date your interest rate changes. After that, your interest rate may change every month for the rest of your loan term. Even though your interest rate adjusts every month, your payment adjusts every twelve months.

	Current Interest Rate and Monthly Payment	New Interest Rate and Monthly Payment
Interest Rate	4.09000%	4.09000%
Principal	\$600.31	\$596.85
Interest	\$872.73	\$868.63
Escrow	\$1,412.48	\$371.68
Total Monthly Payment	\$2,885.52	\$1,837.16 (due August 15, 2014)

**Interest Rate:** We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin". Under your loan agreement, your index rate is 0.90000% and your margin is 3.19000%. Your "Cost Of Savings" index is published monthly by the Wells Fargo Bank.

**Interest Rate Limits:** Your interest rate cannot go higher than 11.95000% during the life of the loan. Your interest rate cannot go lower than 3.19000% during the life of the loan.

**Account Information**

Loan Number: [REDACTED]

Property Address: 30845 10th Ave Sw  
Federal Way WA 98023**Changes to Your Mortgage Interest Rate and Payments on August 15, 2014.**

**New Interest Rate and Payment:** The table above shows your new interest rate and new monthly payment. Your new payment is based on your payment rate of 4.09000%, your interest bearing balance of \$254,854.10 and your remaining loan term of 264 months. Your payment can increase by no more than 7.50000% from the Current Payment.

**Prepayment Penalty:** None.

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt, and we have a security interest in the property and will only exercise our rights as against the property.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

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